

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X Civil Action No. 16 CV 3345

JENNY RAMGOOLIE

Plaintiffs,

-against-

ANDY RAMGOOLIE, AANDCO HEALTH
CARE LTD., KEVIN RAMGOOLIE, JEREMY
RAMGOOLIE, ANNIE RAMGOOLIE, KDR
MEDICAL CARE LTD.,

**DEFENDANT'S STATEMENT
OF MATERIAL FACT**

Defendants.

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Pursuant to Rule 56.1(a) of the Local rules of the United states District courts for the Southern and Eastern Districts of New York, Defendant, ANDY RAMGOOLIE, hereby sets forth the material facts to which he contends there is no genuine issue to be tried.:

1. Defendant, ANDY RAMGOOLIE, is an individual residing at 184 Thompson Street, # 1N, New York, NY 10012. (Bender Decl, Docket Entry 115, Ex B, ¶ 2).
2. Plaintiff and defendant are siblings
3. AANDCO HEALTH CARE LTD, ("AANDCO"), is a corporation duly formed and existing under the laws of the Republic of Trinidad and Tobago. (Kodsi Decl, Docket entry 123, Ex A, Ex C, Ex E).
4. Defendant, ANDY RAMGOOLIE, was a shareholder in AANDCO. (Kodsi Decl, Docket Entry 123, # 19- Ex N, #20 – Ex O, #21 – Ex P).
5. KEVIN RAMGOOLIE was a shareholder in AANDCO. (Kodsi Decl, Docket Entry 123, # 19- Ex N, #20 – Ex O, #21 – Ex P).
6. JEREMY RAMGOOLIE was a shareholder in AANDCO. Kodsi Decl, Docket Entry 123, # 19- Ex N, #20 – Ex O, #21 – Ex P).

7. The late ANNIE RAMGOOLIE was a shareholder in AANDCO. (Kodsi Decl, Docket Entry 123, # 19- Ex N, #20 – Ex O, #21 – Ex P).

8. Plaintiff and Defendant, ANDY RAMGOOLIE, have no written contract or agreement. (Kodsi Decl, Docket entry 123, Ex A, Ex F – plaintiff’s deposition, p 28, line 16 – p.30, line 11).

9. Defendant, ANDY RAMGOOLIE, disputes that he had a conversation with plaintiff in or about July 2010 that she would be in any way an owner in AANDCO. (Andy Ramgoolie Decl, docket Entry 122, ¶ 1).

10. At her deposition, plaintiff testified that she had an oral agreement with Defendant, ANDY RAMGOOLIE, based upon one telephone conversation with him in July of 2010. (Kodsi Decl, Docket entry 123, Ex A, Ex F – plaintiff’s deposition, p 28, line 16 – p.30, line 11).

11. Plaintiff’s role, if any, within AANDCO was merely that of an administrator and employer. (See Declr Howard Bender, Docket 115, Exhibit “3”, p. 113-115).

12. KDR MEDICAL CARE LTD, is a corporation duly formed and existing under the laws of the Republic of Trinidad and Tobago. (Kodsi Decl, Docket entry 123, Ex A, Ex C, Ex E).

13. On or about 1/15/16, AANDCO sold its assets to KDR. (Kodsi Decl, Docket Entry 123, Ex A, Ex E).

14. Defendant, ANDY RAMGOOLIE, never had any ownership in KDR.

15. Plaintiff is suing defendant, ANDY RAMGOOLIE, herein, for an alleged breach of an oral agreement. (Kodsi Decl, Docket entry 123, Ex A).

16. Plaintiff filed a complaint in the High Court of Justice of Trinidad and Tobago on December 7, 2017. (Kodsi Decl, Docket entry 123, #8 - Ex E).

17. Named as defendants in plaintiff's action in Trinidad and Tobago are again AANDCO HEALTH CARE, LTD., KDR MEDICAL CARE LTD, KEVIN RAMGOOLIE and JEREMY RAMGOOLIE. In addition, ANDY is a defendant in that case, as well as a new defendant, DIRECT MED COMPANY LTD. (Exhibit A to Kodsí Declr, #8 - Ex E).

18. As part of her action in Trinidad and Tobago, plaintiff is suing defendant, ANDY RAMGOOLIE, for the same claim of a breach of an oral agreement as alleged in this action. (Exhibit A to Kodsí Declr, #8 - Ex E, Statement of the Case, ¶ 8 – 10).

Dated: New York, New York
April 2, 2018



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